

REMARKS

Claims 6-20 are presently pending and stand rejected. Claims 1-5 are cancelled without prejudice.

MPEP 2131 states, "[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 2 USPQ2d 1051, 1053 (Fed.Cir. 1987). MPEP 2131 also states, "[t]he identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Claim 6 is directed to communicating data over a communications link comprising shortening a blanking period in the data to accommodate auxiliary data". Examiner has indicated that "Hobbs describes a method of communicating video signals over a communications link comprising shortening a blanking period in the data to accommodate auxiliary data (fig. 2-5, col. 3, lines 14-20, shortening the horizontal sync pulse during the horizontal blanking period to accommodate audio (auxiliary data))." Office Action at 2. Hobbs teaches that "Under the [Alternate Field Drop] AFD compression approach, described above, every four frames are reduced to a single frame. This single frame now has available to it the time previously allocated to all four frames. The horizontal synch pulse, plus breezeway, can now be stretched to occupy four times their original time durations. Figure 2 illustrates this stretching and shows interval T in Fig. 1, but stretched to a length 4T. ... However, the original Horizontal Synch pulse of Fig. 1 need not be stretched to four times its original width, and need not occupy the entire width W shown in Fig. 2. The invention shortens W to W1, shown in Fig. 3." Hobbs, Col. 3, Lines 3-15.

Assignee respectfully submits that the foregoing merely teach that the horizontal synch pulse "need not be stretched to four times its original width and need not occupy the entire width W shown in Fig. 2. [Hobbs] shortens W to W1".

The foregoing does not teach "shortening a blanking period" as claimed in claims 6 and 20. Accordingly, Assignee respectfully traverse the rejection to these claims and requests that Examiner withdraw the rejection to claims 6 and 20, and to dependent claims 7-19.

Similarly, the foregoing cited portion of Hobbs does not teach "modifying a HSYNC signal pulse" as claimed in claim 7. Accordingly, Assignee traverses the rejection to claim 7.

Claim 10 recites, among other limitations, "modifying a VSYNC signal in all frames in which the auxiliary data is to be transmitted". Examiner has indicated that "Hobbs further describes modifying a VSYNC signal in all frames in which the auxiliary data is to be transmitted (Col. 4, lines 55-57, thresholds corresponding to the audio samples)." Hobbs, Col. 4, Lines 55-57 states that "Fig. 7 adds the following data to the video signal: audio samples (in breezeway), thresholds (e.g., T1) (during vertical blanking interval)." Assignee respectfully submits that the foregoing does not read on "modifying a VSYNC signal in all frames in which the auxiliary data is to be transmitted" and that "a VSYNC signal" does not read on "vertical blanking interval". Accordingly, Assignee respectfully traverses the rejection to claim 10, and dependent claims 11-19.

CONCLUSION

For at least the foregoing reasons, each of the pending claims are allowable, thereby placing the application in a condition for allowance. Examiner is requested to pass this case to issuance.

The Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 CFR 1.16 or 1.17 to Deposit Account No. 13-0017 in the name of McAndrews, Held & Malloy, Ltd.

RESPECTFULLY SUBMITTED,



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